

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Mercury Public Affairs, LLC

2. Registration No.

6170

3. Name of Foreign Principal

Embassy of the State of Qatar

4. Principal Address of Foreign Principal

2555 M Street, NW
Washington, DC 20037

5. Indicate whether your foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Washington DC Embassy

b) Name and title of official with whom registrant deals

Dr. Hamad Al-Muftah, Deputy Chief of Mission

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A December 10, 2019	Name and Title Leonardo Dosoretz, Counsel	Signature /s/ Leonardo Dosoretz eSigned
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Mercury Public Affairs, LLC

2. Registration No.

6170

3. Name of Foreign Principal

Embassy of the State of Qatar

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached contract. Registrant's services provided to the principal are anticipated to include research, advice, and engagement with relevant nongovernmental policy and academic institutions.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached contract. Registrant's services provided to the principal are anticipated to include research, advice, and engagement with relevant nongovernmental policy and academic institutions.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see the attached contract. Registrant's services provided to the principal are anticipated to include research, advice, and engagement with relevant nongovernmental policy and academic institutions.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 10, 2019	Leonardo Dosoretz, Counsel	/s/ Leonardo Dosoretz eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Rev. 111819

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement"), dated November 1, 2019 (the "Effective Date"), is made by and between:

Embassy of the State of Qatar (the "Embassy")
2555 M Street, NW
Washington, DC 20037
Attn: Deputy Chief of Mission

and

Mercury Public Affairs, LLC (the "Consultant")
509 Guisando de Avila, Suite 509
Tampa, FL 33613
Attn: Ms. Bibi Rahim

In consideration of the mutual promises set forth herein, the Embassy and Consultant agree as follows:

1. Term and Termination. The Term of this Agreement shall commence on the Effective Date and shall expire on October 30, 2020, unless earlier terminated in accordance with the Agreement. The Term may be extended only upon execution of a written amendment, signed by the authorized representatives of both parties. Either party may terminate this Agreement without cause, effective thirty (30) days after written notice by the terminating party. Upon such termination, Consultant shall be paid *pro rata* at the agreed rate of compensation through the effective date of termination.

2. Scope of Services. During the Term, Consultant shall perform the services (the "Services") described in Schedule A.

3. Compensation to Consultant. In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant the amounts set forth and in accordance with Schedule B.

4. Exclusivity and Conflicts of Interest.

(a) During the Term, Consultant shall not advise, represent, or accept engagements from any sovereign state that has severed diplomatic relations with the State of Qatar as of September 1, 2019 (the "Restricted States"), or any entity that is directly majority-owned or majority-financed by any Restricted State.

(b) During the Term, and for a period of one year thereafter, the Key Personnel set forth on Schedule C attached hereto and incorporated herein, whether or not employed or contracted by Consultant, shall not advise, represent or accept engagements from any Restricted State, or any entity that is directly majority-owned or majority-financed by a Restricted State.

(c) During the Term, Consultant shall promptly disclose to the Embassy any actual conflicts of interest as contemplated in this Section 4 that arise in the course of any engagement undertaken by Consultant.

5. Confidentiality.

(a) Consultant agrees that all documents, information or communications (whether verbal or recorded) exchanged between Consultant and the Embassy (including the Embassy's officers, employees, contractors, or attorneys), and any information generated or received by Consultant in the course of performance of this Agreement, are confidential, and will not be disclosed by Consultant to any person except as authorized by the Embassy, or as required by law; provided, however, information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.

(b) Any deliverable that Consultant produces in the performance of this Agreement shall be the sole property of the Embassy, and may be used by the Embassy without restriction.

(c) Consultant retains all right, title, and interest in and to all information, intellectual property, moral rights, and all other property and rights owned, held, developed, or acquired by Consultant prior to the date of this Agreement or developed or acquired independently at any time.

(d) Consultant agrees that Consultant will not use any confidential information for any purpose other than performance of this Agreement, and Consultant will return all copies of such information upon request.

(e) This provision shall survive expiration or termination of this Agreement.

6. Independent Contractor. Consultant's services shall be performed in the capacity of an independent contractor. This Agreement is not intended to establish an employer-employee relationship, or principal-agent relationship. Consultant is not authorized to commit the Embassy or the State of Qatar to any cost, contract, or other obligation. Except as expressly authorized by the Embassy, Consultant is not authorized by this Agreement to act as a spokesperson or agent on behalf of the Embassy or the State of Qatar in any meeting or communication with any person, or in any public or private statement or informational materials, or in any media statement or interview.

7. Compliance with Law. In the execution and performance of this Agreement, Consultant confirms that Consultant has complied, and will comply, with all applicable laws. To the extent that Consultant is required by the laws of any jurisdiction to register or disclose to a governmental entity Consultant's Services under this Agreement, or to make public disclosure of the terms of this Agreement, Consultant shall provide advance written notice to the Embassy.

8. Responsibility for Consultant Employees and Subcontractors. Consultant shall be responsible for assuring that Consultant's employees and subcontractors assigned to performance of this Agreement will comply with Paragraphs 4, 5, 6 and 7 of this Agreement. Without limiting the generality of this provision, Consultant shall include substantially identical provisions in the corresponding subcontracts or employment contracts.

9. Disputes. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall take place in New York County, New York.

10. Indemnification. Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs, and expenses including but not limited to reasonable attorneys' fees, arising out of or resulting from any negligence, gross negligence, or willful misconduct by the indemnifying party, its employees, officers, directors, and agents. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section.

11. Publicity. Embassy shall not use Consultant's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Consultant's prior written approval.

12. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via email, and will be deemed given when so delivered personally, or if mailed, 72 hours after the time of mailing. All notices hereunder should be communicated via contact information attached hereto as Schedule D. Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements negotiated, executed and performed entirely within the State of New York, without regard to its conflicts of laws rules.

14. No Liability of Consultant. Consultant shall bear no liability to Embassy for loss or damage in connection with advice or assistance by Consultant given in good faith performance of the Services.

15. General Provisions.

(a) Neither party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without prior written consent from the other party.

(b) The parties reserve all rights and remedies arising from a breach of this Agreement; provided, however, that neither party shall be liable to the other party for indirect, consequential, or punitive damages, irrespective of the nature of the claim or cause of action.

(c) No failure or delay by a party in exercising any right or remedy shall operate as a waiver of these or any other rights and remedies.

(d) No modification of this Agreement shall be effective unless reflected in a written agreement executed by the parties.

(e) Nothing in this Agreement shall waive or alter the privileges and immunities to which the Embassy is entitled under the laws of the United States or any other jurisdiction.

(f) This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(h) Notwithstanding any provision to the contrary in this Agreement, in no event shall either party be liable to the other (whether for damages, indemnification or any other claim) for an amount greater than One Hundred Thousand Dollars (\$100,000.00), exclusive of compensation or expense reimbursements due to Consultant from Embassy under this Agreement.

[SIGNATURE PAGE FOLLOWS]

Rev. 111819

IN WITNESS WHEREOF, Embassy and Consultant have executed this Agreement by their duly authorized representatives.

EMBASSY:
Embassy of the State of Qatar

By: Hamad
Name: Hamad
Title: DCM

CONSULTANT:
Mercury Public Affairs, LLC

By: Kieran
Name: Kieran
Title: CEO

[SIGNATURE PAGE TO EMBASSY OF QATAR-MERCURY CONSULTING SERVICES AGREEMENT]

010-8887-0002/1/AMERICAS

SCHEDULE A

Scope of Services

1. The Services shall include the following, under the direction of the Public Diplomacy Office of the Embassy:
 - A. Research, advice and assistance to Embassy regarding the work of nongovernmental policy institutions and academic institutions active in studying Middle East issues.
 - B. Weekly reporting on (1) above, with abridged commentary and upcoming events.
 - C. As requested, preparation of background information for events and meetings.
2. Optional Services (subject to Embassy's written notice of option exercise, and supplemental option fee as described in Schedule B):
 - A. Assist Embassy with planning, organizing, staffing and attending two separate "thought leader" events in Qatar.
3. Polling expenditures and any media/advertising expenditures including both production and placement will be billed in addition to the monthly retainer and will only be made with the approval of the Embassy.
4. Embassy agrees to reimburse Consultant for reasonable and customary expenses actually incurred and properly documented in providing the Services. By way of example, such reasonable and customary expenses shall include, but not be limited to, reasonable travel and transportation within the Washington DC metro area, and shall not include international airfare, which shall be paid directly by the Embassy. Notwithstanding anything herein to the contrary, Consultant shall not (i) incur any single expense with a cost in excess of Three Hundred Dollars (\$300.00), or (ii) incur expenses in excess of One Thousand Dollars (\$1,000.00) in the aggregate within any calendar month, without the prior written consent of the Embassy.
5. Reasonable and customary expenses shall be billed and paid monthly in the same manner as compensation. However, regardless of and in addition to said monthly billing of expenses, in certain circumstances, such as expense incurred or to be incurred by travel, the Consultant may elect in its sole and exclusive discretion to require the Embassy to pay for, directly and in advance, said expense prior to Consultant being obligated to undertake said travel, expense, or other obligation.

SCHEDULE B

Compensation and Payments

In consideration for the Services performed under this Agreement, the Embassy shall compensate Consultant during the Term as follows:

1. **Consulting Fee:** For the Services rendered pursuant to this Agreement, the Embassy shall pay Consultant at the fixed rate of US \$30,000.00 per calendar month.
 - a. This Agreement shall not become effective and Consultant shall not be required to begin providing Services until an initial payment of US \$60,000.00 has been received.
 - b. Subsequent payments of US \$30,000 each shall be due on the first business day of each calendar month during the Term, beginning on January 2, 2020.
2. **Optional Services Fee:** If exercised, US \$40,000 per year (not including travel-related expenses), payable as follows: US \$20,000 due upon completion of each of the two events described under "Optional Services" in Schedule A.
3. **Invoices:** Consultant shall provide the Embassy with written invoices in advance of all payments or expense reimbursements under this Agreement.
4. **Terms of Payment:** In the event that Embassy does not pay such invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Embassy shall be without deduction or offset.
5. **Payment Instructions:** All payments to Consultant shall be made in United States Dollars, by wire transfer to Consultant, as follows:

[REDACTED]

SCHEDULE C

Key Personnel

In the performance of this Agreement, the following Consultant employees are designated, "Key Personnel": (i) Ms. Katherine Lewis; and (ii) Ms. Kaylee Otterbacher. For the duration of the Term, the Key Personnel shall be personally and substantially engaged in delivery of the Services.

SCHEDULE D

Contact Information

If to Consultant: 509 Guisando de Avila, Suite 100
Tampa, Florida 33613
Attention: Bibi Rahim
Telephone: 813-908-1380
Email: DASAccounting@mercuryllc.com

If to Embassy: Deputy Chief of Mission
Embassy of the State of Qatar
2555 M Street, NW
Washington, DC 20037
Telephone: 202-457-1600
washington@mofa.gov.qa